

Samuel G. Breitling and JoAnn Breitling
Plaintiffs,

Civil Action No 3:14-cv-3322-M

vs.

LNV Corporation, ET AL.,
Defendants

Dear Honorable Judge Barbara Lynn,
January 1, 2015

URGENT LETTER AND AFFIDAVIT TO THE HONORABLE JUDGE BARBARA LYNN

I am filing this letter to the court with a great sense of urgency. Your honorable Judge Barbara Lynn has ordered a stay on the above referenced case, pending her decision about whether the federal court has jurisdiction or whether the case will be remanded back to the State court where we filed it.

D. Andrew Beal, the owner of Defendant corporations LNV and MGC Mortgage, have hired yet another law firm, Buckley Madole, P.C., which sent us a letter timed to be received at a time guaranteed to ruin any chance of holiday spirit or joy for our family.

The letter dated December 30, 2014 was received on December 31, and opened by me the morning of January 1, 2015. It is a three day demand to vacate premises. This letter from attorney signed by Sammy Hooda at Buckley Madole is attached to our letter to this Honorable Court. I had to take a photograph of the letter with my cell phone to attach here as I have no printer and no place is open where I could copy and scan it.

LNV Corporation aka D. Andrew Beal knows that we filed a timely independent complaint on August 29, 2014 against LNV and others specific to LNV's standing to foreclose which invoked an automatic stay under Texas Rules of Civil Procedure 736.11; that we timely filed a lis pendens with our county; and that we notified Beal and his attorneys of the automatic stay and lis pendens prior to the sale, yet Beal willfully instructed his LNV Corporation and his attorneys Defendant Codilis and Stawiarski proceed with an illegal sale of our home.

Beal through his LNV Corporation, and his attorneys willfully violated Texas Rules of Civil Procedure 736.11 with intent to harm us and to cause us to suffer extreme emotional distress, physical injury and financial losses, as well as to unjustly enrich himself by illegally depriving us of our property without due process. Beal's MGC Mortgage Inc. was informed by Texas Attorney General Greg Abbott in a letter dated October 4, 2010 that states:

"It is likely that affidavits and other documents, such as deeds of trust and appointments of substitute trustees, with the issues described above [robosigning] may have been used in connection with foreclosures in the State of Texas. Regardless of whether the foreclosure was nonjudicial or a judicial one in connection with a home equity loan, home equity line of credit or reverse mortgage, if any of the practices described above [robosigning] were utilized in establishing MGC Mortgage Inc.'s authority to conduct the sale or obtain a court order for a sale, such use would have been in violation of Section 17.46(a) of the Texas Deceptive Trade Practices Act; Section 392.304, Texas Debt Collection Practices Act; Section 37.02, Texas Penal Code; Section 12.001, Texas Property Code; Section 406.009, Texas Government Code; Texas Constitution Article 16, Section 50; and/or Rule 376(1), Texas Rules of Civil Procedure, and the document and **therefore the foreclosure sale would have been invalid.**"

Greg Abbott's letter was included as part of Plaintiff's Exhibit D to Plaintiff's Objection to Defendants LNV & MGC's Motion for Leave to File Reply in Support of Objections to Recommendation and Brief in

Support [See Document 52 page 120 and 121 of 125.] For Your Honor's convenience a copy of this letter is also attached here.

Typical of every such event orchestrated by Beal or his corporations, it is timed during a holiday so that it is impossible to respond quickly. To comply with Federal Rule of Civil Procedure 65(b)(1) I need to file a notarized affidavit, but because today is January 1st and a holiday it is impossible to find a notary within the three day time limit which expires on January 2, 2015.

Eviction will cause me and my family irreparable harm. I am 65 years old, and I have been medically disabled since 1998. My husband has been medically disabled since 2002. He currently has a blockage in his heart and a tumor in his esophagus. His medical problems have been adversely affected, if not caused by, the years of emotion distress caused by ongoing court battles with Beal's corporations.

Our 31-year-old son lives with us and he is completely dependent on us for his care. He was born with Down syndrome. In 2013 he was diagnosed with Achalasia, a rare disease of the auto-immune system that affects one in 100,000 people. He requires a regular schedule, a clean environment, a special and highly restrictive diet and around-the-clock supervision and monitoring. Illegal displacement from our home would be devastating to his emotional, psychological and physical health and his sense of well being. None of us could recover from such an ordeal. An unjust and illegal eviction could easily cause the death of my husband and possibly our son.

Since LNV filed its fraudulent "in rem" foreclosure action against us on April 15, 2014 my husband has had the following emergency visits to the hospital on or about the following dates: June 26, 2014 (another blockage to his heart was found); September 9, 2014 (he developed pneumonia right after our home was illegally sold); September 25, 2014; November 25, 2014; and December 19, 2014.

Other Beal victims have also experienced multiple hospitalizations and/or serious health problems caused by serve and prolonged stress. A disproportional number of Beal Victims are senior citizens and single females and/or disabled. Almost, if not all, Beal's victims in our group had built significant equity into their homes. We are the most vulnerable citizens in our society and this makes us targets for Beal's crimes.

We are part of a growing group of Beal victims who've all been reporting the activities of Beal's corporations and his agents to the U.S. Justice Department and the FBI.

In early December FBI agent Darrell James walked into Beal Bank asking questions about MGC. Since then Beal has increased his intimidation and harassment of the handful of us who are publically vocal about his activities. Attached to this letter are some of a series of letters written by J. Pat Heptig, another Beal attorney, and sent to several of the Beal victims, including me. Our online postings are well within our freedom of speech rights under the First Amendment of the Constitution. D. Andrew Beal is a public figure and lots of information exists explaining how he would need to prove what we are saying about him is false and that we knew it was false and that he was actually harmed by what we said and that we said it with malicious intent knowing it was false to prevail in a defamation action against us. See *Hustler Magazine, Inc. v. Falwell*, 485 U.S. 46 (1988), *New York Times Co. v. Sullivan* 376 U.S. 254 (1964), *New York Times Co. v. United States* 403 U.S. 713 (1971), *Falwell v. Flynt*, 797 F.2d 1270 - Court of Appeals, 4th Circuit 1986, *Curtis Publishing Company v. Butts*, 388 U.S. 130, 87 S.Ct. 1975, 18 L.Ed.2d 1094 (1967).

It is hard to believe Beal's attorney, Mr. Heptig, doesn't know this; which means he is sending these letters specifically to intimidate and harass us and cause emotional harm. But Beal doesn't stop there.

He filed a foreclosure action against Denise Subramaniam in Oregon that will most certainly prove to be fraudulent and his LNV falsely claimed that Stuart Hamm had not made payments while in bankruptcy since July 2014 and motioned the court to lift the automatic stay so they could sell his family's home. I've attached LNV's motion and copies of the Hamm's checks made payable to MGC and cashed by DMI for the months LNV claims they were not paid.

There is no question about whether D. Andrew Beal knew he violated the laws, including Texas penal code, by utilized forged, false, and robosigned documents in establishing MGC's or LNV's authority to conduct the sale of our home or to obtain a court order for the sale of our home; or that D. Andrew Beal knows the foreclosure sale of our home is invalid; Greg Abbott's letter to MGC in 2010 evidences these facts.

This Honorable Court has a constitutional obligation to uphold the United States Constitution and to protect our constitutional right to not be deprived of our property, our liberty and our lives without due process.

D. Andrew Beal and his corporations and the attorneys he hires have absolutely no regard for the law. They are attempting to circumvent this court and execute an eviction – this threat is no longer a conjecture it is a fact.

D. Andrew Beal appears to enjoy inflicting as much pain and suffering on his victims as he possibly can; he is nothing more than a thug operating a criminal enterprise. D. Andrew Beal has a personal vendetta against me and the other outspoken victims who have been reporting his activities to government officials; he is doing this in retaliation.

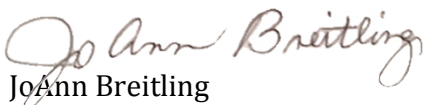
Quoting the Honorable Judge Bennett of the United States District Court, S.D. Iowa, C.D. in his Opinion and Order decided January 11, 1993:

“In discharging their duties, federal courts must protect the constitutional rights of prison inmates in the face of a prison regulation or practice which offends a fundamental constitutional guarantee. Johnson v. Avery, 393 U.S. 483, 486, 89 S.Ct. 747, 749, 21 L.Ed.2d 718 (1969); Procunier v. Martinez, 416 U.S. 396, 405-406, 94 S.Ct. 1800, 1807-08, 40 L.Ed.2d 224 (1974), overruled in part by Thornburgh v. Abbott, 490 U.S. 401, 109 S.Ct. 1874, 104 L.Ed.2d 459 (1989); Turner, 482 U.S. at 84, 107 S.Ct. at 2259.”

We are not prison inmates but law abiding citizens who have had the misfortune to become victims of a crime; we are powerless to protect ourselves and our constitutional rights under these circumstances and beseech Your Honor and this Court to do everything within its power to protect us from an illegal and unjust eviction from our home pending ligation; and to sanction the Beal Defendants for their continuing willful abuse of judicial process.

The statements I make herein are true to the best of my knowledge, information, and belief, formed after an inquiry reasonable under the circumstances. I do hereby swear to the statements I make herein are sworn statements made with my hand on a Bible; and a swear to tell the truth and only the truth. I beseech this Honorable Court to accept this as my sworn affidavit under the urgency of this situation.

With All Sincerely


JoAnn Breitling

1704 Cornwall Lane
Sachse, Texas 75048
214-674-6572

CC: U.S. Justice Deptment, FBI



Buckley Madole, P.C.
14841 Dallas Parkway, Suite 425
Dallas, TX 75254
Main: (972) 643-6600
Fax: (972) 643-6698

December 30, 2014

SENT VIA FIRST CLASS AND CERTIFIED MAIL

Jo Ann Breitling
1704 Cornwall Lane
Sachse, Texas 75048

Certified Article Number

9414 7266 9904 2024 4163 12

SENDERS RECORD

DEMAND TO VACATE PREMISES

1704 CORNWALL LANE, SACHSE, TEXAS 75048

Our firm represents LNV Corporation the purchaser of the real property with the reported address of 1704 Cornwall Lane, Sachse, Texas 75048 ("Premises") at a non-judicial foreclosure sale conducted on September 2, 2014. We have been requested to pursue the legal action necessary to secure possession of the Premises for LNV Corporation

This letter constitutes formal and final demand that you vacate the Premises within three (3) days of the date that this letter is delivered. If you fail to vacate the Premises as demanded, we have been instructed to file suit against you.

If you are occupying the Premises pursuant to a lease you may qualify for an extended notice to vacate the Premises under the Texas Property Code, Section 24.005. **If section 24.005 applies to you, this letter constitutes formal and final demand that you vacate the Premises within thirty (30) days of the date this letter is delivered. Unless you provide to us sufficient proof that you are occupying the Premises pursuant to a lease and are entitled to 30 days' notice under the Texas Property Code, Section 24.005, we will presume that you are not and will expect you to vacate the Premises within three (3) days as demanded above.**

If you are a bona-fide tenant as defined by federal law, this letter constitutes formal and final demand that you vacate the Premises within ninety (90) days of the date this letter is delivered. Unless you provide to us sufficient proof that you are a bona-fide tenant under federal law, we will presume that you are not and will expect you to vacate the Premises within three (3) days as demanded above.

Please call us at (877) 897-3991 to indicate whether you intend to comply with this notice.

Sincerely,

Sammy Hooda
Attorney at Law
Buckley Madole, P.C.



Buckley Madole, P.C.
14841 Dallas Parkway, Suite 425
Dallas, TX 75254
Main: (972) 643-6600
Fax: (972) 643-6698

December 30, 2014

SENT VIA FIRST CLASS AND CERTIFIED MAIL

Samuel G. Breitling
1704 Cornwall Lane
Sachse, Texas 75048

Certified Article Number

9414 7266 9904 2024 4163 43

SENDERS RECORD

DEMAND TO VACATE PREMISES

1704 CORNWALL LANE, SACHSE, TEXAS 75048

Our firm represents LNV Corporation the purchaser of the real property with the reported address of 1704 Cornwall Lane, Sachse, Texas 75048 ("Premises") at a non-judicial foreclosure sale conducted on September 2, 2014. We have been requested to pursue the legal action necessary to secure possession of the Premises for LNV Corporation.

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Please call us at (877) 897-3991 to indicate whether you intend to comply with this notice.

Sincerely,

Sammy Hooda
Attorney at Law
Buckley Madole, P.C.



Buckley Madole, P.C.
14841 Dallas Parkway, Suite 425
Dallas, TX 75254
Main: (972) 643-6600
Fax: (972) 643-6698

December 30, 2014

SENT VIA FIRST CLASS AND CERTIFIED MAIL

All Other Occupants
1704 Cornwall Lane
Sachse, Texas 75048

Certified Article Number

9434 7266 9704 2024 9163 29

SENDER'S RECORD

DEMAND TO VACATE PREMISES

1704 CORNWALL LANE, SACHSE, TEXAS 75048

Our firm represents LNV Corporation the purchaser of the real property with the reported address of 1704 Cornwall Lane, Sachse, Texas 75048 ("Premises") at a non-judicial foreclosure sale conducted on September 2, 2014. We have been requested to pursue the legal action necessary to secure possession of the Premises for LNV Corporation

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Please call us at (877) 897-3991 to indicate whether you intend to comply with this notice.

Sincerely,

Sammy Hooda
Attorney at Law
Buckley Madole, P.C.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

October 4, 2010

MGC Mortgage, Inc.
7195 Dallas Parkway
Plano, TX 75024

RE: MGC Mortgage, Inc. Foreclosures in Texas

Gentlemen:

Recent troubling developments about the veracity of claims made on documents used by Ally Financial, Inc., in its foreclosure filings have led to an inquiry by our office as to the full harm Texas homeowners have suffered.

We are certain that you must be aware of the issues raised when Ally Financial, Inc., and later JP Morgan Chase and Bank of America, announced that they were suspending foreclosures on certain properties in 23 states. It appears that they had discovered, through testimony of their employees in private litigation, that the employees, referred to as "robosigners," had engaged in practices concerning the execution of affidavits which were used in foreclosure litigation, among which were these:

- Signing thousands of documents per month
- Signing documents without reading them
- Signing affidavits which falsely claim personal knowledge of facts
- Signing affidavits which falsely claim the affiant reviewed the attached documents
- Notarizing documents prior to signing by the signer
- Notarizing documents when the signer was not present before the notary
- Filing affidavits with records attached that do not correctly reflect loan payments, charges and advances

We are aware that MGC Mortgage, Inc. services a significant number of mortgage loans in the State of Texas. It is likely that affidavits and other documents, such as assignments of deeds of trust and appointments of substitute trustees, with the issues described, above may have been used in connection with foreclosures in the State of Texas. Regardless of whether the foreclosure was a nonjudicial one or a judicial one in connection with a home equity loan, home equity line of credit or reverse mortgage, if any of the practices described above were utilized in establishing MGC Mortgage, Inc.'s authority to conduct the sale or obtain a court order for a sale, such use would have been a violation of Section 17.46(a) of the Texas Deceptive Trade Practices Act; Section 392.304, Texas Debt Collection Act; Section 37.02, Texas Penal Code; Section 12.001, Texas Property Code; Section 406.009, Texas Government Code; Texas Constitution Article 16, Section 50; and/or Rule 736(1), Texas Rules of Civil Procedure, and the document and therefore the foreclosure sale would have been invalid.

MGC Mortgage
October 4, 2010
Page 2

We are also aware that after the practices described above came to light, Ally Financial, Inc., JP Morgan Chase and Bank of American voluntarily suspended all foreclosures in twenty-three states in which foreclosures are conducted solely through a judicial process, in order to determine which foreclosures may have been tainted by illegitimate affidavits. The State of Texas hereby demands that in the State of Texas, MGC Mortgage, Inc. immediately suspend all foreclosures, all sales of properties previously foreclosed upon, and all evictions of persons residing in previously foreclosed upon properties, until MGC Mortgage, Inc. has done the following:

1. Identify all MGC Mortgage, Inc. employees or agents who "robosigned," as described above, affidavits and other documents which were recorded in the State of Texas;
2. Identify all foreclosures in the State of Texas in connection with which an affidavit or other document with the characteristics listed above was used as part of the foreclosure process;
3. Describe the measures taken by MGC Mortgage, Inc. to ensure that affidavits and other documents are executed in compliance with Texas law;
4. Describe the measures taken by MGC Mortgage, Inc. to comply with the Servicemembers Civil Relief Act in connection with foreclosures;
5. Identify all other loan servicers and/or MERS for whom the above described employees or agents signed affidavits;
6. Provide assurances that all MGC Mortgage, Inc. foreclosures of properties in the State of Texas which relied upon affidavits with the characteristics described above will be rectified and the procedures by which they will be rectified;
7. Provide assurances that all future MGC Mortgage, Inc. foreclosures of properties in the State of Texas will be done with legally correct documentation; and
8. Identify all MGC Mortgage, Inc. employees or agents who are or who signed as officers of other non-related entities.

Please provide your response on or before October 15, 2010.

Sincerely,



Paul D. Carmona
Chief, Consumer Protection and
Public Health Division

Heptig Law Group, Ltd.

15050 E. Beltwood Pkwy
Addison, Texas 75001

J. Pat Heptig

pheptig@heptiglaw.com

NOVEMBER 14, 2014

Via Federal Express: 771862877634

Denise Subramanian
13865 SW Walker Rd.
Beaverton, OR 97005

Re: False and Defamatory Statements Regarding Beal Bank

Dear Ms. Subramanian:

My firm represents Beal Bank. It has come to our attention that you have posted content on Scribed.com that contains FALSE and DEFAMATORY statements against Beal Bank and its affiliates, officers, and employees (collectively, the "Beal Entities").

In particular, the content displayed at <http://www.scribd.com/doc/238783107/Greg-Abbott-Works-for-Beal> includes a graphic containing false and defamatory statements against the Beal Entities. In particular, the graphic contains two pictures of Beal Bank's CEO, one of which is a caricature (labeled as "Bully Beal") shaking a fist with Mr. Beal's head superimposed on the character. The graphic also includes statements that "Does Greg Abbott Work For by Andy Beal?" and "Beal Beats up on Grandmas and Single Moms and Greg Abbott lets Him!" The graphic goes on to state that "Beal wants to make an Example of Disabled Grandma JoAnn Brietling who cares for her disabled son and retired police officer husband To Intimidate Other Victims!" These images and statements are false, abusive, and defamatory against the Beal Entities. The false and defamatory statements and graphic have harmed the reputation and goodwill of the Beal Entities, and may interfere with and damage their relationships with the business community and other companies.

It has also come to our attention that you have posted a comment at <https://www.hisadvocates.org/blog/help-protect-your-constitutional-right-to-due-process>, in which you state "it is certain [a judge] accepted a bribe from Beal." This statement is simply false and has no basis in fact whatsoever. This statement is merely a maliciously false statement made with the specific intent to harm the reputations of the Beal Entities. As a result, you are fully liable to the Beal Entities under common law and state laws for libel and defamation.

We demand that you immediately:

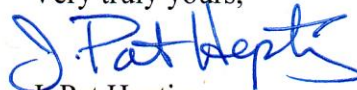
Heptig Law Group, Ltd.

November 14, 2014
Page 2

- **TAKEDOWN the defamatory graphic posted at <http://www.scribd.com/doc/238783107/Greg-Abbott-Works-for-Beal;>**
- **CEASE and DESIST from any distribution and publication of the graphic posted at <http://www.scribd.com/doc/238783107/Greg-Abbott-Works-for-Beal;>**
- **TAKEDOWN the defamatory statement at [https://www.hisadvocates.org/blog/help-protect-your-constitutional-right-to-due-process;](https://www.hisadvocates.org/blog/help-protect-your-constitutional-right-to-due-process) and**
- **CEASE and DESIST from any distribution or publication of any and all false and defamatory statements about the Beal Entities.**

We request that, within five (5) days from the date of this letter, you provide written confirmation that you have taken the foregoing corrective actions to avoid further harm to the Beal Entities. My clients take this matter very seriously and demand immediate corrective action by you to address this situation. If you fail to take the necessary corrective actions here, we will not hesitate to take all necessary action to protect the Beal Entities, and to recover all available damages and remedies, to the maximum extent allowed under the law.

Very truly yours,


J. Pat Heptig

Heptig Law Group, Ltd.

15050 E. Beltwood Pkwy
Addison, Texas 75001
(214) 451-2154

J. Pat Heptig

pheptig@heptiglaw.com

DECEMBER 10, 2014

Via Federal Express: 772168292107

H. Anthony Hervol
Law Office of H. Anthony Hervol
4414 Centerview Dr, Suite 200
San Antonio, TX 78228

Re: False and Defamatory Statements by Stuart Hamm in Scribd.com posting

Dear Mr. Hervol:

My firm represents Beal Bank. I understand that you represent Stuart Hamm in connection with his real estate foreclosure dispute with LNV corporation, one of Beal Bank's affiliated companies. It has come to our attention that Mr. Hamm has posted comments on the Scribd.com website (www.scribd.com) that contain numerous scurrilous and malicious FALSE and DEFAMATORY statements against Beal Bank and its affiliates, officers, and employees (collectively, the "Beal Entities").¹

In particular, Mr. Hamm's posting contains several materially false, libelous, and defamatory statements directed against the Beal Entities. These statements include, but are not limited to, statements that the Beal Entities:

- commit mortgage fraud and money laundering, among other things
- commit "full scale fraud upon thousands of homeowners"
- commit "fraudulent foreclosure"
- "steal[] homes in record numbers" and commit "unethical business practices"
- "lie" about its activities

Each of these statements is false and defamatory. It is also very clear that all of these statements were made by Mr. Hamm with actual malice towards my clients, and made with the specific intent to harm them. The statements are outright falsehoods or are made with reckless disregard as to whether they are false or not. Quite simply, the false accusations are made out of spite by Mr. Hamm to attack my clients in the wake of his loss in a court of law. Moreover, Mr. Hamm's attempt to couch such defamation as his "personal opinion" does not somehow

¹ See <https://www.scribd.com/doc/247945508/Why-I-Think-Andy-Beal-is-a-Bully-by-Stuart-Hamm>

Heptig Law Group, Ltd.

December 10, 2014

Page 2

immunize the false accusations. The accusations are false statements of fact, not opinion. As a result, Mr. Hamm's defamatory statements are not protected under the First Amendment. In all events, Mr. Hamm is now personally liable to the Beal Entities for under common law and state laws for libel and defamation for each and every defamatory statement, regardless of whether he couches it as "opinion" or not.

We demand that Mr. Hamm immediately:

- 1. TAKEDOWN the false and defamatory comments on the www.scribd.com website; and**
- 2. CEASE and DESIST FROM any distribution or publication of any and all false and defamatory statements about the Beal Entities.**

My clients take this matter very seriously and demand immediate corrective action by Mr. Hamm to address this situation. If he fails to take the necessary corrective actions here, we will not hesitate to take all necessary action to protect the Beal Entities, and to recover all available damages and remedies, to the maximum extent allowed under the law.

In case you no longer represent Mr. Hamm, please let me know the name of his new counsel so that I can direct this matter to their attention. I appreciate your cooperation in this regard. Please contact me if you have any questions regarding this matter. We look forward to your prompt response.

Very truly yours,


J. Pat Heptig

Heptig Law Group, Ltd.

15050 E. Beltwood Pkwy
Addison, Texas 75001

J. Pat Heptig

pheptig@heptiglaw.com

DECEMBER 9, 2014

Via Federal Express: 772158780941

JoAnn Breitling
1704 Cornwall Ln.
Sachse, TX 75048

Re: False and Defamatory Statements in Scribd.com posting

Dear Mrs. Breitling:

My firm represents Beal Bank. It has come to our attention that you have posted comments on the Scribd.com website (www.scribd.com) that contain numerous scurrilous and malicious FALSE and DEFAMATORY statements against Beal Bank and its affiliates, officers, and employees (collectively, the "Beal Entities").¹

In particular, your posting contains several materially false, libelous, and defamatory statements directed against the Beal Entities. These statements include, but are not limited to, statements that the Beal Entities:

- "illegally sold [your] home"
- have "(through [their] attorneys) lied to the court and presented fabricated documents"
- "stolen assets" from the elderly and the sick
- commit "fraud, intimidation & extortion"

Each of these statements is false and defamatory. It is also very clear that all of these statements were made by you with actual malice towards my clients, and made with the specific intent to harm them. The statements are outright falsehoods or are made with reckless disregard as to whether they are false or not. Quite simply, the false accusations are made out of spite by you to attack my clients. Moreover, your attempt to couch such defamation as your "personal opinion" does not somehow immunize the false accusations. The accusations are false statements of fact, not opinion. As a result, your defamatory statements are not protected under the First Amendment. (I suggest that you contact a First Amendment lawyer to confirm this for yourself.) In all events, you are now personally liable to the Beal Entities for under common law and state

¹ See <https://www.scribd.com/doc/247184713/Why-I-Think-Andy-Beal-is-a-Bully-by-JoAnn-Breitling>

Heptig Law Group, Ltd.

December 9, 2014

Page 2

laws for libel and defamation for each and every defamatory statement, regardless of whether you couch it as "opinion" or not.

We demand that YOU immediately:

- 1. TAKEDOWN the false and defamatory comments on the www.scribd.com website; and**
- 2. CEASE and DESIST FROM any distribution or publication of any and all false and defamatory statements about the Beal Entities.**

My clients take this matter very seriously and demand immediate corrective action by you to address this situation. If you fail to take the necessary corrective actions here, we will not hesitate to take all necessary action to protect the Beal Entities, and to recover all available damages and remedies, to the maximum extent allowed under the law.

Very truly yours,


J. Pat Heptig

Joann Breitling <joannbreitling@yahoo.com>
Reply-To: Joann Breitling <joannbreitling@yahoo.com>
To: Dee Syfert <deesyfert@gmail.com>

Thu, Jan 1, 2015 at 5:09 PM

On Monday, December 15, 2014 8:49 AM, Pat Heptig <pheptig@heptiglaw.com> wrote:

Mrs. Breitling,
Thank you for your cooperation in promptly removing the letter from the scribd.com website.
Please remove the false and defamatory statements about my clients on the
www.bealvictims.com website as well.
Respectfully,

Pat Heptig
Heptig Law Group, Ltd.

From: Joann Breitling [mailto:joannbreitling@yahoo.com]
Sent: Saturday, December 13, 2014 7:58 AM
To: pheptig@heptiglaw.com
Subject: "Cease and Desist Letter"

December 13, 2014

Dear Mr. Heptig,

This letter is to inform you that I am in receipt of your "cease and desist" letter that your client, Andy Beal, asked you to send to me. I want you to know that I am not a "troublemaker", my intent was never to harm any of the "Beal entities", and I have requested that Ms. Subramaniam remove my letter from you collection. (I do not have access to do this. It is HER account.) She has assured me that the letter will be removed in a timely manner.

My removal of the letter is not an admission that the statements I made in my very heartfelt letter were false and defamatory to the "Beal entities". You are evidently unaware of the activities of your client, I realize that as his attorney you are only his "messenger". Very sadly, I must inform you that EVERY STATEMENT I made in my letter WILL BE PROVEN TO BE TRUE. (Some have already been proven to be true statements.) Your client is a very wealthy and a very powerful man, but in the end, the truth lives. Any damage to the "Beal entities" will not be because of a letter written by a 65 year old disabled grandmother of 13, it will be because of his own pride, and the things that he has done that he has evidently not disclosed to you. If you knew the truth as I know it, you would not risk your career by having him as a client.

That being said, please know that I am complying with your request, I will post no more personal opinions on Scribd., and my only future activities will be pursued through the court system, as I have for the past five years.

Very sincerely,

JoAnn S. Breitling
[214-674-6572](tel:214-674-6572)

Heptig Law Group, Ltd.

15050 E. Beltwood Pkwy
Addison, Texas 75001

J. Pat Heptig

pheptig@heptiglaw.com

DECEMBER 9, 2014

Via Federal Express: 772156542563

Denise Subramanian
13865 SW Walker Rd.
Beaverton, OR 97005

Re: False and Defamatory Statements Regarding Beal Bank

Dear Ms. Subramanian:

It has come to our attention that you have AGAIN posted content on Scribd.com that contains numerous scurrilous and malicious FALSE and DEFAMATORY statements against Beal Bank and its affiliates, officers, and employees (collectively, the "Beal Entities").

In particular, you have posted various "letters" by yourself and others (*i.e.*, Catherine Gebhardt, Stuart Hamm, and JoAnn Breitling) that contain materially false, libelous, and defamatory statements directed against the Beal Entities. These statements include, but are not limited to, statements that the Beal Entities:

- "fabricated mortgage related documents with forgeries, false signatures and false statements"
- "admit" to "fabricating forged and falsified mortgage records"
- "admittedly using forged and fabricated mortgage documents"
- "put you under surveillance and terrorized you" and put a tracking device on your car
- hired a private investigator to "illegally access DMV records" and break into your car and steal your computer
- "have [you] followed and killed"

Each of these statements is false and defamatory. As an example, you assert that my clients admitted to fabricating forged and falsified mortgage documents. This is blatantly false. My client never committed such acts. Nor did my clients somehow "admit" to committing such acts. The statement that you apparently rely upon as support for your false accusation is actually a statement made *by an opposing party* in a brief from an old case involving my clients. Thus, it was not a statement or admission by my clients, as you purport it to be. The accusation was false then and remains false today.

Heptig Law Group, Ltd.

December 9, 2014

Page 2

You have also posted several other “letters” by Catherine Gebhardt, Stuart Hamm, and JoAnn Breitling on the scribd.com website that also contain numerous false and defamatory statements, including without limitation that the Beal Entities:

- commit “fraud”, “mortgage fraud”, and “fraudulent foreclosures”
- “blatantly commit fraud upon the court”
- “fabricate false legal documents”
- “pay attorneys to commit fraud”
- “steal homes from people”
- “buy off attorneys, court officers and state officials”
- “fraudulently fabricated documents”
- commit “money laundering”
- conspire to commit same crimes that Lorraine Brown (at DocX) was convicted of committing
- commit a “massive scheme of enterprise fraud that includes money laundering”

It is very clear all of these statements in your “letter” and the other “letters” you post on the Scribd.com website were made or posted by you with actual malice towards my clients, and made with the specific intent to harm them. The statements are outright falsehoods or are made with reckless disregard as to whether they are false or not.

Quite simply, the false accusations are made out of spite by you to attack my clients. Your attempt to couch such defamation as a “personal opinion” does not somehow immunize the false accusations. The accusations are false statements of fact, not opinion. As a result, your defamatory statements are not protected under the First Amendment. (I suggest you contact a First Amendment lawyer to verify this on your own.) In all events, you are now personally liable to the Beal Entities for under common law and state laws for libel and defamation for each and every defamatory statement, regardless of whether you couch it as “opinion” or not.

We demand that you immediately:

- **TAKEDOWN the false and defamatory comments on the www.scribd.com website; and**
- **CEASE and DESIST FROM any distribution or publication of any and all false and defamatory statements about the Beal Entities.**

My clients take this matter very seriously and demand immediate corrective action by you to address this situation. If you fail to take the necessary corrective actions here, we will not hesitate to take all necessary action to protect the Beal Entities, and to recover all available damages and remedies, to the maximum extent allowed under the law.

Heptig Law Group, Ltd.

December 9, 2014
Page 3

Very truly yours,


J. Pat Heptig

Mackie Wolf Zientz & Mann, P.C.
Chelsea Schneider
Parkway Office Center, Suite 900
14160 North Dallas Parkway
Dallas, Texas 75254
(214) 635-2650
(214) 635-2686 - Facsimile

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re: STUART C. HAMM

§ Case No. 14-50843 (Chapter 13)

§

LNv CORPORATION, its successors and/or
assigns, Movant

§

§

§

vs.

§ JUDGE CRAIG A. GARGOTTA

§

NORA HAMM and STUART C. HAMM,
Debtor and MARY K VIEGELAHN, Trustee,
Respondents

§

§

§

§

§

**MOTION FOR RELIEF FROM AUTOMATIC STAY AGAINST DEBTOR(S) AND CO-
DEBTOR STAY REGARDING 5160 CR 405, FLORESVILLE, TX 78114 AND WAIVER
OF THIRTY DAY REQUIREMENT PURSUANT TO 11 U.S.C. §362(e)**

NOTICE: THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR
INTEREST.

IF NO TIMELY RESPONSE IS FILED WITHIN FOURTEEN (14) DAYS FROM THE DATE
OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A
HEARING BEING HELD.

A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

LNv CORPORATION ("Movant") hereby moves this Court, pursuant to 11 U.S.C. § 362, for
relief from the automatic stay with respect to certain real property of the Debtor(s) having an
address of 5160 CR 405, FLORESVILLE, TX 78114 (the "Property"). The facts and
circumstances supporting this Motion are set forth in the Affidavit in Support of Motion for
Relief from Automatic Stay filed contemporaneously herewith (the "Affidavit"). In further

support of this Motion, Movant respectfully states:

1. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtor(s) on 03/31/2014.

2. The Debtor(s) has/have executed and delivered or is/are otherwise obligated with respect to that certain promissory note in the original principal amount of \$160,500.00 (the "Note"). A copy of the Note is attached hereto as Exhibit "A". Movant is an entity entitled to enforce the Note.

3. Pursuant to that certain Deed of Trust (the "Deed of Trust"), all obligations (collectively, the "Obligations") of the Debtor(s) under and with respect to the Note and the Deed of Trust are secured by the Property. A copy of the Deed of Trust is attached hereto as Exhibit "B".

4. All rights and remedies under the Deed of Trust have been assigned to the Movant pursuant to that certain assignment of deed of trust, a true and correct copy of which is attached hereto as Exhibit "C".

5. The legal description of the Property is set forth in the Deed of Trust, a copy of which is attached hereto, and such description is incorporated and made a part hereof by reference.

6. Dovenmuehle Mortgage services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtors obtain a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the Note. The Note is either made payable to Movant or has been duly endorsed.

7. As of the November 19, 2014, the amount of the outstanding Obligations is at

least \$237,395.77.

8. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$650.00 in legal fees and \$176.00 in costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

9. The following chart sets forth the number and amount of post-petition payments due pursuant to the terms of the Note that have been missed by the Debtor(s):

Type	#	From	To	Monthly Payment Amount	Total Missed Payments
Payments	5	07/01/2014	11/01/2014	\$1,544.93	\$7,724.65
Less post-petition partial payments:					(\$1,503.21)

Total: \$6,221.44

10. Attached hereto as Exhibit "D" is a post-petition payment history with respect to the Obligations.

11. Cause exists for relief from the automatic stay for the following reasons:

- (a) Movant's interest in the Property is not adequately protected.
- (b) Post petition payments have not been made to Movant.
- (c) Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor(s) has/have no equity in the Property; and pursuant to § 362(d)(2)(B), the Property is not necessary for an effective reorganization.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain

possession of the Property.

2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

3. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.

4. In the event that the stay terminates as to the Property and the Property is foreclosed, i.e., Debtor(s) no longer have title to the Property, Movant is relieved of the requirements set forth in FRBP 3002.1 with respect to the Property.

5. For such other relief as the Court deems proper.

Respectfully submitted,

MACKIE WOLF ZIENTZ & MANN, P.C.

/s/ Chelsea Schneider

Chelsea Schneider
State Bar No.: 24079820
Mackie Wolf Zientz & Mann, P.C.
Parkway Office Center, Suite 900
14160 North Dallas Parkway
Dallas, Texas 75254
Phone: (214) 635-2650
Facsimile: (214) 635-2686

ATTORNEY FOR MOVANT

Certificate of Service

A copy of this motion was served on the persons listed below in the manner indicated on 29th of December, 2014.

/s/ Chelsea Schneider

Chelsea Schneider

Via Pre-Paid U.S. Mail:

STUART C. HAMM
5160 CR 405
FLORESVILLE, TX 78114
Debtor(s)

Via ECF:
H. ANTHONY HERVOL
4414 CENTERVIEW DRIVE, SUITE 200
SAN ANTONIO, TX 78228
Attorney for Debtor(s)

Via ECF:
MARY K VIEGELAHN
10500 HERITAGE BLVD., STE. 201
SAN ANTONIO, TX 78216
CHAPTER 13 TRUSTEE

Via ECF:
US TRUSTEE
441 G STREET, NW, SUITE 6150
WASHINGTON, DC 20530

NORA J. OR STUART C. HAMM
5160 COUNTY ROAD 405
FLORESVILLE, TX 78114
(210) 990-6077

RECEIVED
MAY 02 2014 4/25/14 20

EZShield™ Check
Fraud Protection

CS OK 5303
30-8863/3140

Pay to the Order of MGC MORTGAGE \$ 1142.00

Eleven thousand four hundred and no/100 Dollars

SECURITY SERVICE
FEDERAL CREDIT UNION
P.O. BOX 2097
UNIVERSAL CITY, TX 78148-2097

For #1424099578

THE LONE STAR STATE

⑆314088637⑆40053740⑆71⑆ 5303

05/05/2014 C6651 38 1
MAX LN 1424099578

Look for Micro Print signature lines and Check State logo on back. If no, in action, do not cash. Serial logo on back of check is not cash.

PROCEED WITH CARE

NORA J. OR STUART C. HAMM
5160 COUNTY ROAD 405
FLORESVILLE, TX 78114
(210) 990-6077

RECEIVED
JUN 10 2014 5/2/2014 20

EZShield™ Check
Fraud Protection

5305
30-8863/3140

Pay to the Order of MGC \$ 1142.00

Eleven thousand four hundred and no/100 Dollars

SECURITY SERVICE
FEDERAL CREDIT UNION
P.O. BOX 2097
UNIVERSAL CITY, TX 78148-2097

For 1424099578

THE LONE STAR STATE

⑆314088637⑆40053740⑆71⑆ 5305

Seq: 7
Dep: 086814
Date: 06/12/14

For Deposit only to
Davenport Mortgage Inc
Davenport Mortgage Inc Payee
Master
Deposited by: Cale

SEQ: 7 06/12/14 DEP: 086814 A/S: P US P 1803 USER: 875011

Look for Micro Print signature lines and Check State logo on back. If no, in action, do not cash. Serial logo on back of check is not cash.

PROCEED WITH CARE

NORA J. OR STUART C. HAMM
5160 COUNTY ROAD 405
FLORESVILLE, TX 78114
(210) 990-6077

RECEIVED
JUL 14 2014

EZShield™ Check
Fraud Protection

5306
30-8863/3140

Pay to the Order of MCC MONROE \$ 1142.00

Eleven thousand four hundred and no/100 Dollars

SECURITY SERVICE
FEDERAL CREDIT UNION
P.O. BOX 2097
UNIVERSAL CITY, TX 78148-2097

For JULY 1424099578

THE LONE STAR STATE

⑆314088637⑆40053740⑆7⑆ 5306

07/15/2014 08:49:89 88 1
MAX LN 1424099578

NORA J. OR STUART C. HAMM
5160 COUNTY ROAD 405
FLORESVILLE, TX 78114
(210) 990-6077

RECEIVED
AUG 12 2014

EZShield™ Check
Fraud Protection

5307
30-8863/3140

Pay to the Order of MCC \$ 1142.00

Eleven thousand four hundred and no/100 Dollars

SECURITY SERVICE
FEDERAL CREDIT UNION
P.O. BOX 2097
UNIVERSAL CITY, TX 78148-2097

For 1424099578

THE LONE STAR STATE

⑆314088637⑆40053740⑆7⑆ 5307

08/12/2014 08:49:89 88 1
MAX LN 1424099578

Look for Micro Print signature line and Check State logo on check. If not, do not cash. (See back of check for more information.)

PROVIDE MECHANICAL

NORA J. OR STUART C. HAMM
5160 COUNTY ROAD 405
FLORESVILLE, TX 78114
(210) 990-6077

RECEIVED
SEP 23 2014

EZShield™ Check
Fraud Protection

5308
30-8863/3140

9/16/14 20

Pay to the Order of MCC \$ 1142.00

ELEN HAMM Two thousand one hundred and forty two Dollars

SECURITY SERVICE
FEDERAL CREDIT UNION
P.O. BOX 2097
UNIVERSAL CITY, TX 78148-2097

For 1424099578

THE LONE STAR STATE

⑆314088637⑆40053740⑆71⑆ 5308

09/24/2014 C0877 1 1
MAX LN 1424099578

NORA J. OR STUART C. HAMM
5160 COUNTY ROAD 405
FLORESVILLE, TX 78114
(210) 990-6077

RECEIVED
NOV 10 2014

EZShield™ Check
Fraud Protection

530
30-8863/31

10/15/2014 20

Pay to the Order of MCC \$ 1142.00

ELEN HAMM Two thousand one hundred and forty two Dollars

SECURITY SERVICE
FEDERAL CREDIT UNION
P.O. BOX 2097
UNIVERSAL CITY, TX 78148-2097

For 1424099578

THE LONE STAR STATE

⑆314088637⑆40053740⑆71⑆ 5309

Seq: 2
Dep: 095201
Date: 11/19/14

SEQ: 2 11/19/14 DEP: 095201 AG: 1 0031.7203 USER: 8705

Deposited by: Cale

Government Mortgage

Master

Large or/face to Print surface in 1/2" x 1/2" (1/2" x 1/2")
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